

**RESOLUTION NO. 2020-43**

**A CAPITAL AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR CONSTRUCTION OF THE SAFE ROUTES TO SCHOOL (SRTS) PROJECT IN AN AMOUNT NOT TO EXCEED \$485,300; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne (the “Village”) issued Invitation to Bid No. 2020-47 (the “ITB”) for construction of the Safe Routes to School Key Biscayne K-8 Center Project (the “Capital Project”); and

**WHEREAS**, four sealed bids were received by the ITB deadline and Florida Engineering and Development Corp. (the “Contractor”) was the lowest responsive and responsible bidder for the Capital Project, with a bid totaling \$441,180.30; and

**WHEREAS**, after review and evaluation of the bids submitted in response to the ITB, the Village Manager recommends that the Contractor be selected to perform the Capital Project as the lowest responsive and responsible bidder; and

**WHEREAS**, pursuant to Section 3.07(b) of the Village Charter, the Village Council desires to authorize the expenditure of Village funds for the Capital Project, select the Contractor to perform the Capital Project, and execute an agreement with the Contractor, in an amount not to exceed \$485,300, in substantially the form attached hereto as Exhibit “A” (the “Construction Contract”); and

**WHEREAS**, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Selection.** That the Village Council hereby selects the Contractor to perform the Capital Project pursuant to Section 3.07(b) of the Village Charter.

**Section 3. Authorization.** That the Village Council hereby authorizes the Village Manager to execute the Construction Contract with the Contractor for the Capital Project, in an amount not to exceed \$485,300, in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 30<sup>th</sup> day of June, 2020.

ATTEST:

  
PETER J. KULPA  
INTERIM VILLAGE CLERK



  
MICHAEL W. DAVEY, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY

### **SECTION 3**

#### **CONTRACT FOR CONSTRUCTION** **BETWEEN VILLAGE OF KEY BISCAYNE AND FLORIDA** **ENGINEERING AND DEVELOPMENT CORP.**

THIS IS A CONTRACT FOR CONSTRUCTION ("Contract"), dated \_\_\_\_\_ ("Effective Date") by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, whose mailing address is 88 West McIntyre Street, Key Biscayne, Florida 33149 (hereinafter referred to as "Village"), and **FLORIDA ENGINEERING AND DEVELOPMENT CORP.**, a profit corporation, with its principal place of business at 12076 NW 98th Avenue, Hialeah Gardens, Florida 33018 (hereinafter referred to as "Contractor").

#### **WITNESSETH**

**WHEREAS**, the Village solicited bids for the construction of SAFE ROUTES TO SCHOOL KEY BISCAYNE K-8 CENTER ("Project") through Invitation to Bid No. 2020-47; and

**WHEREAS**, the Contractor responded to the Village's solicitation by submitting its bid ("Bid"), attached and incorporated into this Contract as **Exhibit A**; and

**WHEREAS**, after review and consideration of all submitted bids, the Village Manager recommended the Contractor to perform all necessary tasks, including furnishing all labor, materials, equipment, services and incidentals described in the Contract Documents (the "Work") for the Project; and

**WHEREAS**, on \_\_\_\_\_, pursuant to Resolution No. 20-\_\_, attached and incorporated hereto as **Exhibit B**, the Village Council approved the Contractor to perform the Work and authorized the Village to contract with the Contractor to perform the Work for the Project; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

#### **ARTICLE 1** **SCOPE OF WORK**

- 1.1 Contractor shall perform the Work as set forth in the Contract Documents.
- 1.2 Contractor shall perform all necessary tasks in order to complete the Work.
- 1.3 All Work under this Contract shall be completed for an amount not to exceed **\$441,180.30** ("Contract Price/Base Bid Amount"). The Contract Price shall be paid in progress payments no more often than monthly based upon the Engineer's certification of the value of the Work performed based on the unit prices listed on Contractor's Bid Form. Contractor bears the risk and responsibility that compensation may not be amended due to delay or extensions of time.

## ARTICLE 2

### TERM

- 2.1 The Village Manager will issue a Notice to Proceed for the Contractor to commence the Work to be substantially completed within 180 consecutive calendar days after the Commencement Date set forth in the Notice to Proceed (the "Contract Time").
- 2.2 The parties intend for the Work to commence within thirty (30) days of the Effective Date of this Contract. The Work shall be completed in accordance with all Contract Documents, including, but not limited to, the Modified EJCDC Standard General Conditions of the Construction Contract, attached hereto and incorporated herein as **Exhibit C** ("General Conditions"). The Village may allow extended daily working hours and work on weekends if requested by Contractor with advance notice and approved by the Village in writing.

## ARTICLE 3

### BENCHMARKS AND REMEDIES FOR BREACH

- 3.1 Contractor acknowledges and agrees that the Village shall have no obligation to issue a Notice to Proceed for the Work or any portion thereof. A Notice to Proceed will not be issued until Contractor's submission to Village of all required documents under this Contract and execution of this Contract.
- 3.2 The Contractor shall prosecute all Work with faithfulness and diligence.
- 3.3 **Liquidated Damages.** Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss and other damages if the Work is not substantially complete within the Contract Time, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially complete within the Contract Time. Contractor acknowledges and agrees that the actual delay damages which Owner will suffer in the event of delay in achieving Substantial Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the Owner is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, Owner and Contractor agree, that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner, in accordance with the FDOT Specifications Table attached to and incorporated into this Contract as part of **Exhibit I**, the liquidated damages amount, for each day after the Contract Time expires up until the date the Contractor achieves actual Substantial Completion of the Work set forth in the applicable Work Order. Liquidated damages shall be deducted from the Contractor's Applications for Payment. However, if at the time of the Contractor's Final Application for Payment, Contractor is owed insufficient amounts to fully cover the deduction for liquidated damages, then Contractor shall pay any amount due within ten (10) days of written demand by Owner.

**Amount of Liquidated Damages:** Applicable liquidated damages are the amounts established in the Department's schedule at Section 8-10.2 of the LAP Division 1 Specifications (Rev. 4-2-19) (1-20) that are attached to this Contract as part of **Exhibit I**.

- 3.4 Recognizing the impossibility of ascertaining the precise amount of damages that will be sustained by the Village as a consequence of such delay, Liquidated Damages are hereby fixed and agreed upon between the parties. The parties have agreed upon Liquidated Damages to obviate any question or dispute regarding the amount of damages and costs and effect of Contractor's failure to complete the Work within the Contract Time.
- 3.5 The Contractor hereby agrees that the Village is authorized to deduct the Liquidated Damages from monies due to Contractor for the Work pursuant to this Contract. In the event that the amount of Liquidated Damages due to the Village by Contractor exceeds the payment or monies due to the Contractor pursuant to this Contract, the Contractor shall be liable and shall immediately, upon demand by Village, make payment to the Village in the amount of said excess.

#### **ARTICLE 4**

#### **CONTRACT PRICE**

- 4.1 The Village shall pay to the Contractor for the performance of the Work, or any portion thereof, that has been completed for the prior month, a portion of the Contract Price based on the Unit Pricing as set forth in **Exhibit A**, subject to the conditions, limitations, and restrictions of Section 4.4 herein and in accordance with the General Conditions, up to the total amount of the Contract Price. The Pay Item Unit Prices shall be full compensation for all costs, including overhead and profit, associated with completion of the Work, or any portion and in full conformity with the Contract Documents, including all requirements as stated or shown, or both, in the Drawings and Specifications, as defined in the General Conditions.
- 4.2 The Contract Price shall not be modified except by a Change Order issued by the Village or as otherwise specified herein.
- 4.3 The Contract Price may be adjusted by the Village pursuant to Section 11.07 of the General Conditions. The Village has no obligation to adjust the Contract Price as Contractor bears the risk that the sum of the Unit Prices for all the Work under this Contract does not exceed the Contract Price.
- 4.4 Village and Contractor agree that this Contract, and any Work authorized pursuant to this Contract, shall be subject to the conditions precedent that Village funds are available, appropriated, and budgeted for the accomplishment of the Work, or any portion thereof, for this Project, and that the Village secures and obtains any necessary loans, grants, or proceeds necessary for the accomplishment of this Project pursuant to a duly authorized Village borrowing enabling ordinance and any loan implementing resolution, or acceptance resolution, adopted by the Village Council as described in the Village Council resolution which awards and authorizes the execution of this Contract.

- 4.5 Village shall make progress payments on the basis of Work completed and approval of Contractor's Application for Payment(s), as defined by section 1.01(3) of the General Conditions, on or before thirty (30) days after receipt of the Application for Payment so long as it also complies with Article 13 of the General Conditions. Rejection of an Application for Payment by the Village shall be within twenty (20) days after receipt of the Application for Payment. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in Article 13, Section 13.01 of the General Conditions, or, in the event there is no Schedule of Values, then payments will be made for Work completed as provided in this Article 4.
- 4.5.1 In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month's Work. Progress payments shall be made in an amount equal to the percentage of Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as Village shall determine, or, Village may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any.
- 4.5.2 The Contractor agrees that ten percent (10%) of the amount due for each progress payment, or Application for Payment, shall be retained by the Village (the "Retainage") until Final Completion and acceptance of the Work by the Village. In the event there is a dispute between the Contractor and the Village concerning an Application for Payment, dispute resolution procedures shall be conducted by the Village commencing within forty-five (45) days of receipt of the disputed Application for Payment. The Village shall reach a conclusion within fifteen (15) days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.
- 4.6 Each Application for Payment shall include an affidavit, or partial release, or waiver of lien by Contractor indicating that partial payments received from Village for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.
- 4.7 The payment of any Application for Payment by Village, including the final request for payment, does not constitute approval or acceptance by Village of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Village's rights hereunder or at law or in equity.
- 4.8 Prior to the issuance of final payment, the Village and the Engineer shall conduct a performance evaluation with the Contractor in accordance with procedures determined by the Village and approved by FDOT.

**ARTICLE 5**  
**CONTRACT DOCUMENTS**

- 5.1 Each of the following listed exhibits are hereby made a part of this Contract for the Project (collectively "Contract Documents"):

<b>Exhibit A</b>	<b>Bid or Proposal Submitted by Contractor (from Section 4 of ITB)</b>
<b>Exhibit B</b>	<b>Village Authorization: Resolution No. **-**(Village to provide)</b>
<b>Exhibit C</b>	<b>General Conditions (from Section 5 of ITB)</b>
<b>Exhibit D</b>	<b>Advertisement for Bids (from Section 1 of ITB)</b>
<b>Exhibit E</b>	<b>Contractor's Executed Bid Forms (from Sections 7-11 of ITB)</b>
<b>Exhibit F</b>	<b>Executed Performance Bond and Payment Bond (Forms from Section 12 of ITB)</b>
<b>Exhibit G</b>	<b>Insurance and License Certificates (Contractor to provide)</b>
<b>Exhibit H</b>	<b>Drug-Free Work Place Form (from Section 16 of ITB)</b>
<b>Exhibit I</b>	<b>Project Specifications, LAP Attachments &amp; Drawings (from Sections 17-20 of ITB)</b>

- 5.2 **Priority of Interpretation.** The Code and any Village resolutions take precedence over this Contract. This document without exhibits is referred to as the "Base Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement, and then to the exhibits according to the following priority:

- a. Village Resolution Approving Contractor, **Exhibit B**
- b. Village Invitation to Bid (ITB)
- c. Drawings and Specifications and all other **Exhibit I** documents
- d. Contractor's Response to ITB, **Exhibit A**
- e. Insurance Certificates, **Exhibit G**
- f. Notice to Proceed (NTP)
- g. Performance Bond, and Payment Bond, in the forms included as **Exhibit**

**F**

- 5.3 Any mandatory clauses which are required by such federal, state, or other governmental regulations shall be deemed to be automatically incorporated herein. In the event of any conflict among the foregoing Contract Documents, the documents shall govern in the order listed and/or as determined by the Village Engineer, provided, however, there are certain state and/or federal requirements that pre-empt or are more restrictive than the Village's local procurement requirements, and they shall govern over any local requirements.

- 5.4 The Contract Documents shall remain the property of the Village. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other Projects without the Village's prior written authorization.

## **ARTICLE 6 INDEMNIFICATION**

- 6.1 To the extent provided by law, Contractor shall defend, indemnify and hold harmless the Village and the State of Florida, Department of Transportation, including their officers, agents, and employees against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.
- 6.2 The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify Village for the negligent acts or omissions of Village, its officers, agents or employees or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the State of Florida, Department of Transportation for the negligent acts or omissions of the Department, its officers, agents or employees or third parties. This indemnification shall survive the termination of this Contract.
- 6.3 In any and all claims against the Village, the State of Florida, Department of Transportation, or any of their consultants, agents, officers or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.
- 6.4 It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification.
- 6.5 The official title of the Village is "Village of Key Biscayne". This official title shall be used in all insurance, or other legal documentation. Village of Key Biscayne and the Department of Transportation are to be included as "Additional Insured" with respect to liability arising out of operations performed for Village of Key Biscayne by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

## **ARTICLE 7 INSURANCE AND BONDS**

- 7.1 **Insurance.** Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as listed in the Contract Documents, including and in no event less than the policies, coverages and minimum limits specified



below and as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Village, reflecting the Village and the Department of Transportation, each as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Village and prior to commencing any Work. Each certificate shall include no less than (30) thirty day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Village and the Department and their officials, employees, agents and volunteers, naming the Village and the Department, each as additional insureds.

Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section and may be increased by the Village as it deems necessary or prudent.

a. Commercial General Liability coverage with limits of liability of not less than:  
Combined Bodily Injury Limits:

\$200,000 per person  
\$300,000 per occurrence

Property Damage Limits:

\$300,000 per occurrence

This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor.

- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$300,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. If the Work involves performance of environmental or remedial hazardous-material operations involving pollutants such as asbestos, mold, lead, or any other

substance that is excluded from coverage under Contractor's liability insurance or the introduction, removal or transportation of hazardous substances or other pollutants to or from the Project site(s), then Contractor shall carry a CPL policy with limits not less than \$300,000 per occurrence and in the aggregate. If coverage is written on a claims-made form, the CPL policy's retroactive date must not be later than the date on which Contractor began performing the Work under this Contract. Coverage must remain in place for the full construction period and then provide for 10 years completed operations.

- e. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.
- f. **Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the Village with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Village.

The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract and for all such eligible policies, names the Village and the Florida Department of Transportation, each as Additional Insureds. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village.

If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village and the Department before any policy or coverage is cancelled or restricted, or as provided in accordance with Florida law. Acceptance of the Certificate(s) is subject to approval of the Village.

- g. **Additional Insured.** The Village and the Department are each to be specifically included as an Additional Insured for the liability of the Village or the Department, as the case may be, resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Village and Department as Additional Insureds, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance.

The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance

shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

- h. **Deductibles.** All deductibles must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible in the event of any claim.
- i. **Self-Insured Retention.** Policies that include Self Insured Retention will not be accepted.
- j. The provisions of this Section shall survive termination of this Contract.

- 7.2 **Bonds.** Prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to Village the Performance Bond and Payment Bond required hereunder and by the Contract Documents to be provided by Contractor ("Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain the Bonds for the Work in the amount of the Base Bid, in the form provided in the Contract Documents and attached hereto as **Exhibit F** or another form satisfactory to, and approved in writing by the Village.

The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida. The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond and surety, all of which must be satisfactory to Village.

- 7.3 Notwithstanding any obligation which may be set forth or required in the Contract Documents, the Village shall not be required to procure or maintain any insurance in connection with the Work or this Contract, including, but not limited to, Owner's Liability Insurance or Property Insurance.

## **ARTICLE 8**

### **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

- 8.1 In order to induce the Village to enter into this Contract, the Contractor makes the following representations and warranties:
- 8.1.1 Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical specifications and data" and drawings and specifications, attached hereto and incorporated herein, as **Exhibit I**.

- 8.1.2 Contractor has visited the Project site and has become familiar with the site and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 8.1.3 Contractor has taken affirmative efforts, either in past experience or active due diligence, to become familiar with, and warrants to comply, with all federal regulations stated herein, and other applicable federal, state, and local laws, regulations, and permits necessary for the legal performance of this Contract. Contractor is aware of all regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the federal, state, and local laws, regulations, and permits applicable to the Work even if such laws and regulations are not specifically enumerated in this Contract.
- 8.1.4 Contractor has had the opportunity and made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the Project sites. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the Project sites or for existing improvements at or near the sites. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the sites or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work within the Base Bid Amount/Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 8.1.5 Contractor is aware of the nature of work to be performed by the Village and others at the sites that relates to the Work as indicated in the Contract Documents.
- 8.1.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Project site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.1.7 Contractor has given the Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding

of all terms and conditions for performance and furnishing of the Work.

- 8.1.8 The Contractor agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Village, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

8.2 Contractor further warrants and covenants the following:

- 8.2.1 **Anti-Discrimination.** Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

- 8.2.2 **Anti-Kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Village has any interest, financially or otherwise, in the Project.

For breach or violation of this warranty, the Village shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

- 8.2.3 **Licensing and Permits.** Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required valid licenses and permits in compliance with all federal, state, county or Village regulations and laws. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Work for the Project. The Contractor is, without limitation, specifically required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- 8.2.4 **Subletting or Assigning of Contracts.** Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Village and the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the Work, but shall perform with its own organization Work amounting to not less than an average of 40% of

the combined Work Order Contract Price amounts. The Certification of Sublet Work request will be deemed acceptable by the Village and Department, for purposes of their consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Village and Department are not consenting to the requested subletting.

Include in the Work Order Contract Price the cost of materials and manufactured component products, and their transportation to the Project sites. For the purpose of meeting this requirement, the Village and Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the Project, as subcontracted Work.

If the Contractor sublets a part of a Contract item, the Village and Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Village and Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Village and Department recognize a subcontractor only in the capacity of an employee or agent of the Contractor and the Engineer or Resident Project Representative may require the Contractor to remove the subcontractor as in the case of an employee.

## **ARTICLE 9**

### **DEFAULT, TERMINATION, AND REMEDIES**

- 9.1 The happening of any one or more of the following shall be deemed an Event of Default under this Contract, if the Contractor:
- (a) fails to timely begin the Work;
  - (b) fails to perform the Work with sufficient workers and equipment or has insufficient materials to ensure the prompt completion of the Work within the Contract Time as specified in Article 2 of this Contract and the applicable Notice to Proceed;
  - (c) performs the Work unsuitably or causes the Work to be rejected as defective and unsuitable;
  - (d) discontinues the prosecution of the Work pursuant to the accepted schedule;
  - (e) fails to perform or comply with any material term set forth in the Contract Documents;
  - (f) becomes insolvent, declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors; or

(g) by any act or omission, whatsoever, does not carry on the Work in an acceptable manner.

9.2 In the Event of Default, the Village may, upon seven (7) days written notice:

- (a) terminate the services of Contractor;
- (b) exclude Contractor from the Project sites;
- (c) provide for alternate prosecution of the Work;
- (d) appropriate or use any or all materials and equipment on the Project sites as may be suitable and acceptable; and
- (e) finish the Work by whatever methods it may deem expedient.

In the event of an Event of Default, the Contractor shall not be entitled to receive any further payment, from the time notice of termination is sent, until the Project is completed. All damages, costs and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Village shall exceed monies due Contractor from Village, Contractor shall be liable and shall pay to Village the amount of said excess promptly upon demand therefore by Village. In the event it is adjudicated that Village was not entitled to terminate the Contract as described hereunder for default, then the Contract shall automatically be deemed terminated by Village for convenience as described below.

9.3 This Contract may be terminated by the Village for convenience, or for any reason, upon seven (7) calendar days' written notice to the Contractor, in the sole discretion of the Village, including, but not limited to, if the Village has determined that such cancellation will be in the best interest of the Village for its own convenience or funding is not available, appropriated, or budgeted.

In the event the Contract is terminated for convenience, then the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations, and will be paid for Work performed to the satisfaction of the Village as of the termination date. No consideration will be given for anticipated lost revenue, overhead, mobilization or demobilization or the canceled portions of the Contract. In such event, the Contractor shall promptly submit to the Village its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

9.4 If an Event of Default, or any default of any other material term in this Contract, by the Contractor, then the Contractor shall also be liable for all damages caused by its default which damages may include, but not be limited to, any and all costs incurred by the Village in completing the Project, Liquidated Damages as set forth in this Contract, damages arising out of the Contractor's failure to adhere to the Contract requirements, and all attorney's fees, expert's fees, paralegal fees and costs incurred by the Village in seeking legal relief for the default.

9.5 The rights and remedies of the Village herein shall be cumulative and not mutually

exclusive, and the Village may resort to any one or more or all of said remedies without exclusion of any other. No party other than the Village, whether the Contractor, a materialman, laborer, subcontractor, or supplier, shall have any interest in the funds withheld because of a default herein, and none of them shall have any right to garnish or require or compel that payment of any of those funds be applied toward the discharge or satisfaction of any claim or lien/payment bond claim which any of them may have.

#### **ARTICLE 10** **ASSIGNMENT**

- 10.1 Neither party shall assign the Contract, any portion of the Work, or any sub-contract, in whole or in part, without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Village.

#### **ARTICLE 11** **CONTRACTOR REQUIREMENTS**

- 11.1 **Contractor to Check Drawings, Specifications, and Data.** Contractor shall verify all dimensions, quantities, and details shown on the Drawings, Specifications or other data received from the Village's Project Engineer, and shall notify the Village's Project Engineer in writing of all errors, omissions, and discrepancies found therein within three (3) calendar days of discovery and Village's Project Engineer will promptly review the same. Any Work done after such discovery, but prior to written authorization of the Village's Project Engineer, will be done at the Contractor's sole risk.
- 11.2 **Contractor's Responsibility for Damages and Accidents.**
- 11.2.1 Contractor shall be responsible for promptly notifying the Village of any damage to irrigation systems, buildings or other structures, vehicles, or property or possessions, which occur as a result of the Work performed by Contractor pursuant to this Contract, or the improper or negligent activities of the Contractor.
- 11.2.2 Contractor shall accept full responsibility for, and insure, the Work against all loss, or damage, of any nature sustained until final acceptance by Village, and shall promptly repair any damage done from any cause.
- 11.2.3 Contractor shall be responsible for all materials, equipment, and supplies pertaining to the Project. In the event any such materials, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final acceptance by Village, Contractor shall replace same without cost to Village.
- 11.3 **Defective Work/Guarantee.**
- 11.3.1 The Village shall have the authority to monitor the Work and Contractor's contracting terms with subcontractors, but such right shall not give right to a duty or obligation to such monitoring.



The Village shall have the authority to reject or disprove of Work, which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

11.3.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Village's Resident Project Representative or Engineer, the Village shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by the Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, the Village may declare Contractor in default.

11.3.3 Contractor shall unconditionally guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion, or longer, if provided by manufacturer warranty or otherwise required by the Contract Documents. If, within one (1) year after the date of Substantial Completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective or nonconforming Work within the time specified by Village without cost to Village. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. No costs associated with enforcement of this guarantee shall be borne by FDOT.

11.3.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

11.4 **Legal Restrictions and Traffic Provisions.** Contractor shall conform to and obey all

applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations pursuant to all necessary permits from applicable jurisdictions. Contractor shall not interfere with, or close, any thoroughfare, without the written consent of the Village or governing jurisdiction.

11.5 **Examination and Retention of Contractor's Records.**

11.5.1 Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law). Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Completion for all Work performed pursuant to this Contract. The Village or any of their duly

authorized representatives shall, until five (5) years after date of Final Completion under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

11.5.2 Contractor agrees to include in first-tier subcontracts under this Contract a clause substantially the same as subparagraph 11.5.1 above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

11.5.3 The right to access and examination of records in subparagraph 11.5.1 shall continue until disposition of any mediation, claims, litigation or appeals.

- 11.6 **No Damages for Delay.** No claim for damages or any claim, other than for an extension of time shall be made or asserted against Village by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above, and in accordance with the requirements of the Contract Documents, the Contractor shall be granted an extension of time and suspension of Liquidated Damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference, or hindrance be caused by the Village, for a continuous period or cumulative period of forty-five (45) days, the Contractor may terminate the Contract upon twenty (20) days written notice to the Village.
- 11.7 **Clean Conditions. Safe Sites.** Contractor shall, at all times, at its expense, keep the Project sites in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of that Work and promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work. Upon completion of the Work, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by the Village at Contractor's expense.
- 11.8 **Taxes and Fees.** Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to the Work under this Contract. The pricing and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Village harmless from any liability on

account of any and all such taxes, levies, duties and assessments.

11.9 **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

11.10 **Independent Contractor.** The Contractor is an independent contractor pursuant to this Contract. This Contract does not create any partnership or joint venture between the Village and Contractor. Work performed or provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to Work rendered under the Contract shall be those of the Contractor.

11.11 Not Used

11.12 **Scrutinized Companies.**

11.12.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

11.12.2 If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the

Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

- 11.12.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Contract.
- 11.12.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

## **ARTICLE 12**

### **MISCELLANEOUS**

- 12.1 **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper and exclusively in Miami-Dade County, Florida.
- 12.2 **Public Records Law.**
  - 12.2.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract for a period no less than five (5) years after the date of Final Completion of the Project. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the Village.
  - 12.2.2 Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
  - 12.2.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Village.
  - 12.2.4 Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contractor in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that

is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- 12.2.5 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 12.2.6 Contractor agrees and agrees to insert into all subcontracts entered into in connection with this Project that: No member, officer or employee of the Village or of the locality during their tenure or for 2 years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- 12.2.7 As per Florida Statute, Section 20.055(5) it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this Section.
- 12.2.8 Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Contract by the Village.

**Section 119.0701(2)(a), Florida Statutes**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

<b>Custodian of Records:</b>	<b>Peter J. Kulpa, Interim Village Clerk</b>
<b>Mailing Address:</b>	<b>88 West McIntyre Street Suite 220 Key Biscayne, FL 33149</b>
<b>Telephone Number:</b>	<b>(305) 234-4262</b>
<b>Email:</b>	<b><u><a href="mailto:pkulpa@keybiscayne.fl.gov">pkulpa@keybiscayne.fl.gov</a></u></b>

**Notices.**

Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage

prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village:       Village of Key Biscayne  
                              Village Manager  
                              88 West McIntyre Street, Suite 210  
                              Key Biscayne, Florida 33149

With a copy to:       Village Attorney, Village of Key Biscayne  
                              Weiss Serota Helfman Cole & Bierman, P.L.  
                              2525 Ponce de Leon Blvd. Suite 700  
                              Coral Gables, Florida 33134

For the Contractor:   \_\_\_\_\_  
                              \_\_\_\_\_  
                              \_\_\_\_\_  
                              \_\_\_\_\_

- 12.3 **Prevailing Party; Attorneys' Fees.** In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover any and all reasonable costs, expenses and attorneys' fees, experts' fees, and paralegals' fees including, but not limited to, court costs and other expenses through all appellate levels.
- 12.4 **Entire Agreement. All Prior Agreements Superseded.** This Contract incorporates and includes all prior correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 12.5 **Amendment.** The Contract may only be amended in writing executed by both Parties.
- 12.6 **Village Authorization Resolution.** The Village Resolution authorizing the award of this Contract and the Village solicitation which Contractor submitted bid pursuant to (collectively, "**Village Authorization**") are incorporated by reference. To the extent of any conflict between the Village Resolution and the Contract Documents when interpreting the intent of this Contract, whichever provision is strictest will control. To the extent of any conflict between the Village Resolution and the Village Authorization, the Village Resolution will control.
- 12.7 **Counterparts.** This Contract may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by electronic mail. Each executed counterpart of this Contract will constitute an original document and all executed counterparts, together, will constitute the same agreement.

- 12.8 **Severability.** If any term or provision of this Contract or the Contract Documents shall be held or deemed invalid or unenforceable by the courts or otherwise, illegal or in conflict with any law of the State, the validity of the remaining terms or provisions of this Contract or the Contract Documents shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 12.9 **Meanings and Definitions.** Capitalized words shall have the meaning as assigned herein or as defined in the General Conditions, attached hereto as **Exhibit C**.
- 12.10 **WAIVER OF JURY TRIAL.** VILLAGE AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THIS CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract on the respective dates under each signature: VILLAGE OF KEY BISCAYNE, FLORIDA, signing by and through its Village Manager, and FLORIDA ENGINEERING AND DEVELOPMENT CORP. (Contractor) signing by and through \_\_\_\_\_, duly authorized to execute same.

**ATTEST:** VILLAGE OF KEY BISCAYNE, FLORIDA,  
A Florida municipal corporation

**By:** \_\_\_\_\_ **By:** \_\_\_\_\_  
Peter J. Kulpa, Interim Village Clerk Andrea Agha, Village Manager

**Date Executed:** \_\_\_\_\_

**APPROVED AS TO FORM AND** Resolution No.: \_\_\_\_\_  
**LEGAL SUFFICIENCY FOR THE**  
**SOLE USE OF THE VILLAGE OF KEY BISCAYNE:**

**By:** \_\_\_\_\_  
WEISS SEROTA HELFMAN  
COLE & BIERMAN, P.L.  
Village Attorney

**CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION FORMAT, AS APPLICABLE.**

<b>ATTEST:</b>	<b>CONTRACTOR:</b>
<b>By:</b> _____	<b>By:</b> _____
(Secretary)	(Signature and Title)
(Corporate Seal)	_____
	(Type Name/Title signed above)

This \_\_\_\_\_ day of \_\_\_\_\_, 2020.